



IN THE HIGH COURT OF JUDICATURE AT BILASPUR (C.G.)

WRIT PETITION NO. 283 OF 2001

BETWEEN

Safe Guard, a proprietorship concern, through
Proprietor G.P. Singh S/o Raj Mani Singh, aged
36 years, resident of 101 Aradhna Nagar, Bhopal.

P. R. No. 310101

Presented by Shri. B. D. Singh

Dated 26.2.02

AND

PETITIONER

1. Chhattisgarh State Agricultural Marketing Board, through its Managing Director, Raipur .
2. Deputy Director of Raipur Division of Chhattisgarh State Agricultural Marketing Board, Raipur.
3. Chairman ,Krishi Upaj Mandi Samiti, Raipur.
4. Secretary,
Krishi Upaj Mandi Samiti ,Raipur.

RESPONDENTS

WRIT PETITION UNDER ARTICLES 226/227 OF THE
CONSTITUTION OF INDIA

उच्च न्यायालय, छत्तीसगढ़, बिलासपुर

आदेश पत्रक

W.P. No. 253/2001

सामला क्रमांक

सन् 200

विरुद्ध

आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश
03/04/2001 :-	Shri Prashant Mishra, learned counsel for the petitioner. Shri Goutam Bhaduri, learned counsel for the respondents No.1 and 2. The petition is finally heard. The petitioner is aggrieved by Annexure-P/1 under which he was informed that the period of the security provision was to expire shortly and the Krishi Upaj Mandi Samiti was not in need of further security, with effect from 29/02/2001^{as} the security system was to abolish. The petitioner submits that in accordance with Annexure-P/2 an agreement was entered into between the Krishi Upaj Mandi Samiti and the petitioner on 25/02/2000. He submits that in accordance with Clause-9 of the said agreement, the agreement could not be terminated by the Krishi Upaj Mandi because the powers vest in Managing Director of the Krishi Upaj Mandi. Shri Bhaduri on the other hand submits that a perusal of condition No.9 of the agreement would show that the agreement was for a period of one year, though, an authority was given to the Managing Director to extend	

नये

आदेश पत्रक (पुर्नानुबद्ध)

आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश
	the period. He submits that vide Annexure-P/1 the Krishi Upaj Mandi Samiti did not terminate the contract or unceremoniously removed the petitioner from their premises, but simply informed that the period was to end on 29/02/2001 and the Krishi Upaj Mandi was not in need of any security guard. He submits that the petition is misconceived. I have heard the parties. From ~~the~~ perusal of the agreement (Annexure-P/2) it appears that the said agreement was to remain in force for a period of one year. In the present matter the said period was to expire on or before 29/02/2001. Under Annexure-P/1 the respondent Krishi Upaj Mandi Samiti did not terminate the agreement before the date of its expiry but simply informed the petitioner that the agreement was to expire on 29/02/2001 and the said Krishi Upaj Mandi Samiti was no more in need of any security system. The order in fact is an information and cannot be treated to be an action against the interest of the petitioner. The petitioner has not stated before this Court that in accordance with paragraph 9 of the said agreement the Managing Director has extended the period for any further time. I find no reason to interfere. The petition on this count is dismissed. The respondents are hereby directed to settle the	

आदेश पत्रक
 253/2009
 मामला क्रमांक सन् 200
 विरुद्ध

आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित (3)	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश
	accounts of the petitioner within a period of three weeks from today and make the payment which according to the respondent is payable to the petitioner. If there is a dispute about the quantum of the ^{amount} ~~money~~ to be paid to the petitioner then the ^{undisputed} ~~entire~~ amount may be paid to the petitioner, and for recovery of the rest of the amount the petitioner may approach the competent forum. C.C. today.	Sd/- R.S. Garg Judge

[पीछे देखिये]

12/11/09
 253/2009
 9/18